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Union: **Chairpersons, Administrators & Directors Association**

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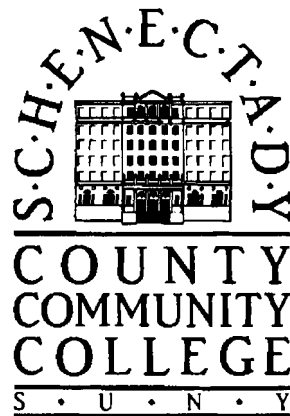
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6719

***THE AGREEMENT BETWEEN THE
COUNTY OF SCHENECTADY
AND
THE
SCHENECTADY COUNTY COMMUNITY COLLEGE
CHAIRPERSONS, ADMINISTRATORS & DIRECTORS
ASSOCIATION***



SEPTEMBER 1, 2004 to AUGUST 31, 2009

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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DEFINITIONS

1. "Legislature" for the purposes of this Agreement shall mean the Schenectady County Legislature.
2. "Association" shall mean the Chairpersons, Administrators, and Directors Association of Schenectady County Community College.
3. "Unit Member" shall mean an employee in the bargaining unit represented by the Association.
4. "College" shall mean Schenectady County Community College.
5. "Employer" shall mean the Board of Trustees of Schenectady County Community College.
6. "President" shall mean the President of Schenectady County Community College.
7. "Calendar Year" employees shall mean any unit member having a twelve (12) month professional obligation.

ARTICLE I

RECOGNITION

- A. The Legislature pursuant to Section 207 of Article 14 of the Civil Service Law, also known as the Public Employees Fair Employment Act, hereby recognizes the Association as the exclusive representative for collective negotiations with respect to terms and conditions of employment, and the administration of grievances arising thereunder on behalf of a unit consisting of unit members holding the titles set forth in Schedule "A" appended hereto.
- B. Such recognition shall be exclusive to the extent permitted by Article 14 of the Civil Service Law.
- C. The Association agrees that it will not engage in, cause, instigate, encourage or condone any strike, concerted work stoppage, or slowdown against any government or impose any obligation upon any employee to do so. The Association will exert an effort to prevent and terminate any strike in which employees whom it represents participate. Nothing herein shall be construed to limit the rights, remedies or duties of the Employer to enforce the provisions of law applicable in the event of a strike.

ARTICLE II

MANAGEMENT RESPONSIBILITIES

Except as limited by the specific and express terms of this Agreement, the Employer hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in them by law, including, but not limited to, the rights to determine the purpose, mission, objectives and policies of the College; to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the College programs; to administer the personnel system of the College, to establish standards and criteria for performance, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions and authority possessed by management are vested in the Employer and the Employer shall continue to exclusively exercise such powers, duties and responsibilities, during the period of this Agreement.

ARTICLE III

DUES DEDUCTION

- A. The Employer shall deduct from the salaries of unit members in the recognized unit, dues for the Association as said unit members in the unit individually and voluntarily authorize the Employer to deduct and to transmit the monies promptly to the Association. The Employer's obligation to deduct association dues from the salary of a unit member pursuant to this Article shall cease immediately upon the termination of employment of such unit member or the receipt by the employer of written notice of withdrawal of authorization for such deductions in accordance with the provisions of this Article. Staff members' authorization shall be in writing in the form set forth below:

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(Print)	Last Name	First	Initial	Position
---------	-----------	-------	---------	----------

Address

TO: BOARD OF TRUSTEES OF SCHENECTADY COUNTY COMMUNITY COLLEGE

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Chairpersons, Administrators and Directors Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements hereby agreed upon with such Association, to deduct from my salary and transmit to the Association the dues as certified by the Association. I hereby waive all right and claim for monies so deducted and transmitted in accordance with this authorization and relieve the Employer and all of its officers from any liability therefor. This authorization shall be continuous while employed in this College or until withdrawn by written notice.

Signature of Staff Member

Date

Total Deduction

\$

The Association shall certify to the Employer in writing the current rate of its membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any changes in its membership and/or rate of dues.

Deductions referred to above shall be made in the following manner: The total annual membership dues for the Association, certified as mentioned above, shall be deducted in eighteen (18) equal installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Employer with a list and the original signed dues authorization cards of those unit members who have voluntarily authorized the Employer to deduct dues for the Association.

The Employer shall, within ten (10) working days following each pay period from which dues deductions are made, transmit the amount so deducted to the Association accompanied by a listing of the members for whom deductions were made and the amount deducted for each.

A unit member may withdraw his or her authorization any time by written notice received by the Employer at least thirty (30) days prior to the effective pay period.

- B. Commencing with the 1988-1989 Academic Year, the College shall deduct from the salary of unit members in the unit who are not members of the Schenectady County Community College Chairpersons, Administrators and Directors Association, the amount equivalent to the dues levied by the Association, and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

Except as otherwise required by law, the salary deductions to be made pursuant to this paragraph shall be made as nearly as possible in

Article III - Dues Deduction (continued)

accordance with procedures contained in this agreement for voluntary salary deductions for Association dues.

Since voluntary and mandatory salary deductions for annual dues or equivalent are made by installments, the College will not be responsible for any unpaid installment falling due after the last pay period in which a unit member has earnings sufficient for such installment due.

As an inducement for the College's agreement to make the agency shop fee deductions provided for by this paragraph, the Association warrants that it has established and will maintain a legally valid procedure providing for the refund to any unit member in the bargaining unit demanding the return of any part of the agency shop fee deduction which represents the unit member's pro rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

ARTICLE IV

PUBLIC DOCUMENTS

The President of the College, upon written request, shall provide the President of the Association with a copy of any document which the College has made available to the press and public media. Copies of the minutes of the meetings of the Board of Trustees will be provided the CAD Association President and a copy of the budget of the College as soon as this becomes available. Any document made available to the public shall be made available to the CAD Association President upon request.

ARTICLE V

EMPLOYMENT POLICY

A. Full-Time Employment

The College will attempt to employ qualified full-time unit members for full-time positions in preference to part-time personnel where qualified, full-time unit members are reasonably available and interested in such employment, and such full-time employment is consistent with the long range educational objectives of the College.

B. Overload and Summer Employment

1. Assignment of overload to Department Chairpersons will be made subject to an availability of courses and approval of the Dean of Academic Affairs provided that the members of the Faculty Association have first exercised their rights under the terms of Article XVI of the Faculty Association Contract prior to overload assignment. Courses taught in an overload capacity will be scheduled in the evenings and Saturday.

Department Chairs teaching within their discipline as an overload or during the summer shall receive compensation on the basis of one-fortieth of their current base salary for each teaching credit

Article V - Employment Policy (continued)

hour up to a maximum of \$850 (2004-2005), \$860 (2005-2006), \$880, (2006-2007), \$890 (2007-2008), \$900 (2008-2009) per teaching credit hour. The maximum teaching load in the summer shall be seven (7) credit hours.

2. By April 15 of each year, the Dean of Academic Affairs in conjunction with the individual department chairpersons will schedule, in writing, 11 days of additional administrative service during the following summer, normally to include the week prior to Faculty Institute and days/evenings of new student registration.

Any additional days of summer service shall also be determined at that time, and such additional service by a chairperson will be voluntary. Three (3) additional days of administrative services shall be scheduled by the individual during days when teaching faculty are not required to be on campus. The Academic Dean shall be advised, in writing, no later than August 1 regarding the schedule of these days.

3. Subject to the provisions of this agreement, the College will attempt to employ its chairpersons in summer session in preference to temporary part-time personnel, where such chairpersons are reasonably available and interested in such employment and such employment does not conflict with an assignment, if any, made pursuant to subd. (B) of this Article, and such employment is consistent with the long range educational objectives of the College.
4. All Department Chairpersons assigned to work during the summer beyond the required days of administrative service pursuant to subdivisions (2) and (3) of this Article will be compensated at the daily rate of \$290 during the period of this Agreement.

ARTICLE VI

CONTINUING/CAREER ADMINISTRATIVE APPOINTMENTS

A. Continuing Appointment

Chairpersons will continue to be considered and eligible for appointment to a continuing appointment as a teaching professional unit member under the definition, eligibility and procedures set forth in Article VI "Continuing and Career Appointments" in the Agreement between the County of Schenectady and the Schenectady County Community College Faculty Association.

B. Career Administrative Appointment

A career administrative Director appointment shall be a two-year appointment that is made by the Board of Trustees upon the recommendation of the President and may be extended annually for an additional year by the Board upon the recommendation of the President.

A Director must have received and served a minimum of five (5) consecutive administrative appointments, and received consistently good evaluations from his/her supervisor in order to be eligible for a two-year administrative Director appointment.

Article VI - Continuing/Career Administrative Appointments (continued)

An eligible Director will be notified by March 1 of his/her fifth full appointment year as to whether he/she will be granted a two-year career appointment or whether his/her reappointment will be renewed.

The annual extension option of a career appointment (indicated above) refers to the annual extension of the current appointment into a continuing two-year appointment. Directors holding career appointments will be notified by March 1 as to whether the annual option will take effect. If not renewed, the Director will still have one year to serve on his/her portion of the unextended two-year career appointment.

ARTICLE VII

CONSIDERATION FOR VACANCIES

The President of the College shall inform the President of the Association of approaching vacancies on the unit and of new positions to be created simultaneously to releasing this information to the public or soliciting for replacements in order to give the present unit members the opportunity to apply for the positions. The President of the Association shall be provided with a copy of the job description for the position being recruited. A unit member wishing to be considered for such a vacancy shall be afforded an interview by the administrator or administrative officer responsible for that position. Members of the unit may apply and be considered for full-time teaching positions or non-teaching positions based on individual qualifications and experience.

ARTICLE VIII

RESIGNATION

- A. A non-teaching unit member shall notify the President, in writing, at least (30) calendar days prior to the effective date of the resignation; provided, however, that the President or his or her designee may waive compliance with this notice requirement.
- B. A chairperson may resign from the administrative responsibilities as chairperson and continue on as a teaching faculty member or a chairperson may resign from both the administrative and teaching responsibilities. In resigning only the administrative responsibilities, the chairperson shall notify the President, in writing, at least thirty (30) calendar days prior to the effective date of such resignation. In resigning both the administrative and teaching responsibilities, the chairperson will give at least forty-five (45) calendar days notification prior to the first day of the following semester, provided that the President or his or her designee may waive compliance with this notice requirement.
- C. In the event that a Department Chairperson resigns his or her administrative responsibilities of chairperson during a semester as provided in this article, he or she shall continue the teaching assignments held by him or her at the time of such resignation provided that his or her base salary will be prorated on the basis of a normal teaching load until the following semester when a normal full-time teaching load will be assigned within the discipline for which such teaching faculty member was hired. The full base salary shall resume for such teaching faculty member upon the commencement of such normal teaching load.

ARTICLE IX

PROFESSIONAL OBLIGATION

The appointment year for each unit member shall be from September first through August thirty-first next following. The professional obligation of a unit member having a twelve (12) month obligation shall commence on September first, or on the effective date of appointment, whichever is later, and continue until August thirty-first next following. The professional obligation of a unit member having a ten (10) month obligation shall commence on September first, or on the effective date of appointment, whichever is later, on which day he or she shall report for service, unless otherwise directed by the College President or his or her designee, and continue until June thirtieth of that appointment year, subject to the provisions below, unless notified of his or her release at an earlier date by the College President.

Whenever the academic year commences in the month of August, the professional ten month obligation shall commence on the first day of the academic year as established in the College calendar and will continue for ten (10) calendar months, subject to the provisions of this Article. Staff members having a ten (10) month obligation shall not be required to report for service on those days, on which the College is open, which have been designated as Thanksgiving, Christmas or Spring recess periods for full-time day students, and other holidays as set forth in the academic calendar. The term service as used herein shall mean the availability of the unit member to properly perform the duties and responsibilities of his or her professional obligation, under the general supervision of the administrator or administrative officer to whom he or she reports.

The parties agree that, except otherwise provided herein or previously approved (as in the case of illness or official travel) by the appropriate administrator or administrative officer, unit members are expected to be present and available on campus each day the College is open, which is normally Monday through Friday, during which time they will perform their professional obligation and duties including, but not limited to, attending all meetings scheduled by the administrator to whom they report and all meetings of committees to which they have been appointed or elected. Scheduled classroom commitments take precedence. In addition, members of the Faculty shall attend commencement exercises and meetings of the Faculty. Chairpersons shall schedule for the benefit of their students, at least five (5) office hours per week, distributed over at least three (3) days of the week, in accordance with guidelines established by the College.

Chairpersons shall not be required to be available on campus after June 1 or the scheduled Commencement Day whichever is later, except as provided in Article V. B.2.

The President of the Association will appoint a committee to study and examine the job descriptions, responsibilities, measurable differences and other pertinent variables that exist among the various departments. The committee shall prepare a report and make recommendations to the College President for possible implementation beginning September, 2001, regarding equitable workload assignment/reassignment among department chairpersons.

ARTICLE X

TEACHING LOAD

The normal teaching load for the Fall and Spring semesters for department chairpersons shall be that set forth below and wherever practicable the teaching load shall be evenly divided between the Fall and Spring semesters and shall not include evening courses. The normal teaching load of teaching credit hours (TCH) are:

Chairperson, Department of Humanities/Social Sciences	9 TCH
Chairperson, Department of Hotel/Culinary Arts/Tourism	9 TCH
Chairperson, Department of Business and Law	9 TCH
Chairperson, Department of Mathematics, Science & Technology	9 TCH
Chairperson, Department of Music	9 TCH
Chairperson, Department of Developmental Studies	9 TCH

ARTICLE XI

FACULTY RECORDS AND INSPECTION OF FILES

- A. The College shall maintain one personnel file for each unit member.
- B. The Personnel File shall contain the following:
 1. Information relating to the unit member's academic and professional accomplishments submitted by the unit member or placed in the file at the unit member's request, except for placement folders or references provided by agencies or individuals at the time the unit member was being considered for a position at the College. All normal correspondence between the unit member and the President shall be placed in this file.
 2. Copies of all annual evaluations of the unit member's professional performance at the College shall not be placed in the unit member's personnel file until the unit member has been given the opportunity to read the contents and attach any comments he or she may so desire. Each such evaluation shall be initialed by the unit member before being placed in his or her file. This initialing shall not be deemed to constitute approval by the unit member of the contents of such evaluations. If the unit member refuses to initial any such evaluation after having been given an opportunity to read the same, a statement to that effect shall be affixed to the evaluation.
 3. The College shall also maintain a file of business records relating to the unit member, generated by the College, and including the payroll and benefit information. This file may be kept separate from that which includes items (1) and (2) above, and may be inspected by the unit member or his or her representative at reasonable times during the business hours of the Dean of Administration's office.
- C. The personnel file shall be available for review to the unit member and his or her representative at reasonable times during the business of the President's Office. Such files will be treated in a confidential manner.
- D. Staff members shall not be required to furnish personal or educational data previously submitted to the administration, but each unit member shall furnish whatever new or updated information is needed to maintain his or her personnel file on a current basis.

Article XI - Faculty Records and Inspection of Files (continued)

- E. The personnel file of the Chairpersons will be made available to the Committee on Promotions or Committee on Continuing and Career Appointments, whenever necessary, upon request, under procedures established by the President.

ARTICLE XII

EVALUATION AND REAPPOINTMENT

- A. After the first of January of each year, the College will decide as to whether or not the unit member shall be offered a reappointment for the year beginning the following first of September. For each unit member to be offered a reappointment, a single written evaluation shall be prepared. Each person preparing all or any part of a written evaluation shall sign his or her name to the part he or she prepared, and every other person involved in the review of such evaluation may add any comments, remarks or observations to such written evaluation provided that such person shall sign his or her name to such comments, remarks or observations, if any. Such a written evaluation shall be prepared also for those who hold, or have been granted, continuing or career appointments.
- B. Whenever the College decides, after a careful review of all factors known to it, not to reappoint a unit member, this shall be communicated to that person by his or her immediate supervisor in a personal meeting before the decision not to reappoint is presented in writing to such unit member by the President. The unit member may request a meeting with his or her immediate supervisor to present his or her position in regard to the matter and this shall be granted within fifteen (15) days, before the decision not to reappoint has been communicated in writing. At the meeting, the unit member may present any written or oral statement or other documents which he or she considers appropriate. Following the meeting, copies of all written statements or documents shall be forwarded to the President of the College for his or her information, together with any additional statement in writing which the unit member wishes to submit as a result of the meeting. The President of the College may, at his or her discretion, add to such file any comments or observations which he or she may deem appropriate.
- C. Failure to reappoint a unit member shall not be subject to the grievance procedure.
- D. In the case of those who shall be offered a reappointment, the supervisor shall discuss the evaluation with the unit member, who, prior thereto, shall have been given an opportunity to inspect and receive a copy of such evaluation. At the annual conference, the unit member shall have the right to bring in any material he or she feels is pertinent to the proper consideration of the nature and scope of the evaluation prior to its placement in the unit member's personal file.

At such conference, the unit member's total academic and professional program for that year and cumulatively to date shall be reviewed. Immediately following the discussion of the evaluation with the unit member, the supervisor shall prepare a record of the discussion in memorandum form. Such memorandum shall become a part of the unit member's personnel file. The unit member may prepare a similar memorandum, which shall also become a part of the unit member's personnel file subject to the provisions of this Agreement.

ARTICLE XIII

ACCEPTANCE OR REJECTION OF APPOINTMENT

- A. In the case of unit members eligible for reappointment, the President shall notify, in writing, each unit member as to whether or not his or her appointment is to be renewed.
1. For those appointed prior to the first of September of a given academic year, such notification shall be given prior to the following first of March.
 2. For those appointed between the first of September and the first of March, such notification shall be given prior to the first day of May.
 3. For those appointed on or after the first of March, for terms expiring prior to the first of September, such notification shall be given prior to the 15th day of June.
 4. The appointment year shall be in accordance with the Article on Professional Obligation in this Agreement.
- B. Upon notification by the President that his or her term appointment is to be renewed, the unit member shall accept or reject the reappointment, in writing, within twenty-one calendar days following the date of the letter of notification.
- C. Should a unit member receiving a notice of reappointment not accept in writing within the time specified above, such failure to act shall be considered an effective resignation.
- D. A unit member who has been informed, under the provisions of this Agreement, that he or she will not be reappointed shall be afforded an opportunity to submit a resignation, which shall become part of his or her personal file, provided that he or she submits the letter of resignation within fifteen (15) days following his or her notification that his or her appointment will not be renewed. In such a case, the letter of non-reappointment will not be sent by the President.

ARTICLE XIV

PROMOTIONS IN RANK

Promotions in Rank for Chairpersons shall follow the procedures and schedules as set forth in Article XIV "Promotions in Rank" of the Faculty Association Agreement.

ARTICLE XV

SALARIES

2004-2005

1. Each staff member employed during the 2003-2004 budget year who completed at least half of the normal professional obligation of his/her position during the year and who continues in service for the 2004-2005 budget year will receive a 3.0% increase in his/her base salary effective September 1, 2004.

Article XV - Salaries (continued)

2005-2006

2. Each staff member employed during the 2004-2005 budget year who completed at least half of the normal professional obligation of his/her position during the year and who continues in service for the 2005-2006 budget year will receive a 3.0% increase in his/her base salary effective September 1, 2005.

2006-2007

3. Each staff member employed during the 2005-2006 budget year who completed at least half of the normal professional obligation of his/her position during the year and who continues in service for the 2006-2007 budget year will receive a 3.0% increase in his/her base salary effective September 1, 2006.

2007-2008

4. Each staff member employed during the 2006-2007 budget year who completed at least half of the normal professional obligation of his/her position during the year and who continues in service for the 2007-2008 budget year will receive a 3.0% increase in his/her base salary effective September 1, 2007.

2008-2009

5. Each staff member employed during the 2007-2008 budget year who completed at least half of the normal professional obligation of his/her position during the year and who continues in service for the 2008-2009 budget year will receive a 3.0% increase in his/her base salary effective September 1, 2008.
6. In order to provide improved parity of salary levels with comparable SUNY Community Colleges, an equity adjustment of \$2,200 shall be added to the base salary of each eligible staff member. The adjustment shall be added during the contract period as follows:

\$300 shall be added to the base salary of each staff member eligible for a salary increase on September 1, 2004; \$300 on September 1, 2005; \$400 on September 1, 2006; \$600 on September 1, 2007; and \$600 on September 1, 2008.
7. In the third year of the Agreement (2006-2007), CADA representatives will meet with the College President to examine pay equity issues for the Directors. This will be measured both internally and externally with other institutions of higher learning in New York State. CADA and the College President will format Directors' salary adjustment recommendations for the SCCC Board of Trustees consideration.

ARTICLE XVI

STIPEND

Department Chairpersons shall receive a stipend payable in the same manner as salary. The stipend for Department Chairpersons including the fourteen (14) additional days of administrative service shall be:

Article XVI - Stipend (continued)

- a. For the budget year September 1, 2004 to August 31, 2005, the Department Chairpersons will receive an annual stipend of \$10,600.
- b. For the budget year September 1, 2005 to August 31, 2006, the Department Chairpersons will receive an annual stipend of \$10,900.
- c. For the budget year September 1, 2006 to August 31, 2007, the Department Chairpersons will receive an annual stipend of \$11,300.
- d. For the budget year September 1, 2007 to August 31, 2008, the Department Chairpersons will receive an annual stipend of \$11,800.
- e. For the budget year September 1, 2008 to August 31, 2009, the Department Chairpersons will receive an annual stipend of \$12,300.

ARTICLE XVII

SABBATICAL LEAVE

The College recognizes that many varieties of professional growth and development are possible and that many of these modes of growth are of such a nature that they cannot be undertaken while a unit member is engaged in full-time service on the campus. The College therefore recognizes the desirability of a sabbatical leave policy as will be of benefit to both the College and the unit member.

The purpose of such leave is to provide opportunity to improve the qualifications of the unit member, the quality of his or her professional performance and the value of the member's further service to the College. The request for sabbatical leave will set forth in detail the plans for the period of absence and the contribution that the planned program should make both to the faculty member and to the College. If such sabbatical leave is granted, the recipient will file a full report with the President within three (3) months after his or her return.

A member of the unit will be eligible for sabbatical leave after six (6) consecutive years of full-time on-campus service.

Periods of sick leave, maternity leave or approved leave without pay should not count toward this six year total, but will not be deemed to be an interruption of otherwise continuous service. Staff members who have discontinued their service to the College without approved leave, and have returned to the College, will lose previously accrued sabbatical leave time. Individuals who have been granted and taken sabbatical leave shall be eligible to apply for additional leave at the completion of another six (6) years of on-campus service under the same conditions as previously stated.

The request for sabbatical leave and the program plan shall be submitted to a designated sub-committee of the Professional Policies, Nominations and Awards Committee no later than nine (9) months (excluding July and August) preceding the academic year, in which the sabbatical will be taken. The sub-committee shall forward its recommendation to the President and the Board of Trustees for action no later than seven (7) months in advance of the anticipated departure date. When there is more than one recommendation, the Committee shall develop a system of priorities in its recommendations to the President. In cases where no distinction between the merit of applications can be made, priority will be established for the applicant possessing the longer period of service at the College without sabbatical leave. The unit

Article XVII - Sabbatical Leave (continued)

member shall be notified by the President in writing of approval or disapproval no later than three (3) months prior to his or her planned departure. In those cases in which, in the opinion of the President, the granting of a sabbatical leave would impair the functions of the department or office, a unit member shall be required to postpone his or her leave.

Staff members will receive one-half of their annual base salary during periods of sabbatical leave which equal or exceed one-half of their annual obligation. Staff members taking sabbatical leaves of less duration will be compensated at their regular salary rate while on leave. The unit member will be compensated only at the difference between the rate of pay received from the College and that received from another employer during his or her sabbatical leave, unless the rate of pay received from the other employer exceeds the individual's regular salary rate of the College. In the latter case, he or she will not be compensated by the College. If the unit member takes another position rather than returning to Schenectady County Community College to complete the following full year of academic service, the full amount of money received from Schenectady County Community College while on sabbatical leave must be repaid to the College.

A unit member returning from sabbatical leave shall retain the rank and position which were in effect before the leave unless he or she shall have been promoted, or assigned to a different position with his or her consent. The period of sabbatical leave shall be credited as continuous service for continuing and career appointment policies, for retirement, vacation, sick leave, eligibility for promotion, and salary increases. All health and other benefits shall continue in effect during the leave and the sabbatical leave shall not be counted as a period of vacation for those in twelve month appointments.

Applicants will be selected by the Board on the merit of the leave project in accordance with the provisions of this policy.

The Board of Trustees may, in its sole and exclusive judgment, for any reason it deems appropriate, including, but not limited to, budgetary and fiscal considerations, deny any or all applications for sabbatical leave in any fiscal year which denials shall be final and binding upon all parties and not subject to appeal or grievance.

ARTICLE XVIII

SICK LEAVE AND VACATION LEAVE FOR EMPLOYEES IN THE PROFESSIONAL SERVICE

A. Definitions when used in this Part:

The term calendar year employee shall mean any unit member having a twelve (12) month professional obligation.

B. Vacation Leave for Calendar Year Employees

1. Accrual of Vacation Credit: Calendar year employees serving on a full-time basis shall accrue credits for vacation leave at the rate of one and three-quarters days per calendar month during each month, or major fraction thereof, of their service within the College. In addition, calendar year employees shall be entitled to an additional day of vacation leave for each of the following holidays on which the employee is required to work:

Article XVIII - Sick Leave and Vacation Leave for Employees in the Professional Service (continued)

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas
Labor Day	

If a listed holiday falls on a Saturday or Sunday, the previous Friday or the following Monday, respectively, shall be observed as the holiday, provided, however, that if such celebrated Friday or Monday is a scheduled student school day, then such day will be credited as an additional vacation day to the employee who is required to work on such day.

2. **Accumulation of Vacation Credit:** Vacation leave credits pursuant to this title in excess of thirty (30) days shall not be permitted.
3. **Use of Vacation Leave Credit:** Vacation leave shall be taken at such time as may be approved by the President or his designated officer.
4. **Charges:** For the purpose of this title, no charge to a vacation leave shall be made with respect to a day during any period of vacation absence which a calendar year employee would not otherwise have been required to work; such as bank holidays, the day after Thanksgiving, or special days designated by the County of Schenectady.

C. Vacation Leave for Other Employees

1. **Other Employees:** No vacation leave shall be granted to any other professional unit employee in addition to the time during which he or she is permitted to be absent in any calendar year by reason of the terms of his or her annual professional obligation. No such employee shall accrue credits for vacation leave.

D. Sick Leave

1. **Accrual and Accumulation of Sick Leave Credits:** All unit members in the professional service, other than those on leave without salary pursuant to this Agreement shall accrue credits for sick leave at the rate of one and one-quarter days per calendar month during each month or major fraction thereof, of their service within the College provided, however, that accumulations of sick leave credits in excess of one hundred and eighty (180) days for calendar year employees and one hundred and sixty-five (165) days for all other unit members pursuant to this section shall not be permitted.

Such unit members serving on a part-time basis shall not accrue sick leave.

Article XVIII - Sick Leave and Vacation Leave for Employees in the Professional Service (continued)

2. **Other Sick Leave Credit:** Upon appointment to a position in the unclassified service, any sick leave credits accumulated pursuant to the attendance rules for the classified service shall be credited, and shall be used, if required, in accordance with the provisions of this title.
3. **Authorization by Chief Administrative Officer:**
 - a. The President or his or her designated officer, shall permit unit members who are unable to perform their duties because of illness to use any and all accumulated sick leave credits as may be available to them by reason of accruals pursuant to the preceding section of this title.
 - b. The President, or his or her designated officer, may grant unit members additional sick leave at full pay, provided, however, that any such additional sick leave, together with any sick leave accumulated pursuant to the preceding sections of this title, used pursuant to this section, shall not exceed a total of six (6) calendar months. Subject to the foregoing, no additional sick leave pursuant to this section shall be approved until such time as all existing sick leave credits, including such sick leave credits as may have been accumulated pursuant to the attendance rules for the classified service, have been exhausted.
 - c. The President or his or her designated officer shall permit unit members to use a maximum of five (5) days of accumulated sick leave credits per academic year as may be available to them by reason of accruals pursuant to the preceding section of this title as may be required by such unit member in order to care for an immediate family member due to illness. The term "immediate family" shall mean grandparent, parent, spouse, sibling, child, grandchild or corresponding in-laws.
4. **Sick Leave Without Salary:** The President or his or her designated officer, may grant sick leave without salary for a period not to exceed one (1) year to unit members.
5. **Authorization by the Board of Trustees:** The Board of Trustees after receiving the recommendation of the President, may grant unit members such sick leave, in addition to that provided by subdivision D of this Article, if any, as it may determine, with or without salary.
6. **Charges:** For the purpose of this title, no charge to sick leave shall be made with respect to a day during any period of absence for sickness during which a unit member would not have otherwise been required to work.
7. **Substitute Service:** During the absence on sick leave of unit members of the College, the President, or his or her designated officer, shall make appropriate arrangements for carrying on the activities of the College with due regard to the reasonable work load of the other unit members and such persons on sick leave shall not be required or permitted to contribute toward the salary of a substitute during their absence.

Article XVIII - Sick Leave and Vacation Leave for Employees in the Professional Service (continued)

8. **Reporting Sick Leave:** Each unit member shall submit appropriate reports of any sick leave taken as may be required by the President of the College.
9. **Payment for Unused Sick Leave:**
 - a. Upon written notification to the College by a unit member not later than May 1 that such unit member intends to retire during the next College fiscal year (in accordance with the terms of the retirement system of which such unit member is a member), the College will pay such unit member together with the final payroll distribution upon retirement a sum equal to 50% of such unit member's accumulated sick leave credits multiplied by such retiring unit member's daily rate of pay. (Calendar year employees - annual base salary divided by 262; all other unit members - annual base salary divided by 218. The payroll office will adjust such daily rate of pay as may be required by annual calendar changes.) The retiree shall have the option of receiving a single payment or three equal payments on an annual basis for the total amount accrued.
 - b. Timely notification as required by this Section shall be waived by the President or his or her designee upon receipt of evidence satisfactory to the President or his or her designee that a unit member was unable to make such timely notification himself or herself or by agent because of unforeseen and unanticipated circumstances beyond the control of such unit member.
10. **Sick Leave Bank**
 - a. All full-time Schenectady County Community College Faculty Association (FA) members and full-time Chairpersons, Administrators, Directors Association (CADA) members must join the Sick Leave Bank after six (6) months of continuous service.
 - b. All unit members join the Sick Leave Bank by initially contributing pro-rata number of days of accumulated sick leave to the bank.
 - c. The maximum number of days in the Sick Leave Bank at any time will be one hundred fifty (150) days.
 - d. If at any time during the academic year the total number of days in the Sick Leave Bank falls below fifty (50) days, the Sick Leave Bank Committee will notify the Dean of Administration in writing to deduct a pro-rata number of days from the current year's accumulation of sick leave days from those FA and CADA unit members who have already reached his/her respective sick leave accumulated days maximum.
 - e. **Procedure**
 1. Initially on January 1, 1995, each bargaining unit's members shall contribute an equal number of sick days

Article XVIII - Sick Leave and Vaation Leave for Employees in the Professional Service

to the Sick Leave Bank to enable the Sick Leave Bank to have one hundred fifty (150) days available for use.

2. No other contributions will be made until such time as the number of days available in the Sick Leave Bank is fifty (50) days.
3. Additional contributions to the Sick Leave Bank after the initial contribution establishing the Sick Leave Bank will be made by new members of the bargaining units contributing two (2) days after completing six (6) months of continuous employment.
4. Any unit member who has accumulated sick leave to a maximum of one hundred sixty-five (165) days (ten month employees), one hundred eighty (180) days (twelve month employees) on August 31st of any year will continue to accrue one and one quarter days sick leave per month in the ensuing fiscal year. In the event of illness an employee will use the current fiscal year sick leave accruals first before accessing his/her accumulated sick leave from prior years.
5. On August 31 of each fiscal year, all excess sick leave accruals for the fiscal year for employees who have reached the maximum sick leave accumulation in an earlier fiscal year and continue to maintain the maximum accumulation permitted will be used to replenish the sick Leave Bank to a maximum of one hundred fifty (150) days. Any remaining excess accruals beyond that number of days required to replenish the Sick Leave Bank will be reduced to zero.
6. In the event the aforesaid excess sick leave accruals available on August 31 of any year are of an insufficient number to replenish the sick Leave Bank to the maximum number of one hundred (150) days, the Sick Leave Bank Committee shall look to all unit members to contribute a pro-rata share of the number of sick leave days needed to replenish the Sick Leave Bank from the members sick leave accruals in the succeeding year.
7. The Sick Leave Bank will be administered by a committee of administrators appointed annually by the College President and two unit members one each appointed by the Presidents of the FA and CADA. The Committee will designate one of its members the Secretary to whom applications will be submitted and who will contact Committee members and schedule meetings to review applications. In the event the Committee is unable to reach a consensus on any application, the College President shall review and respond to the application.
8. A member who is suffering from a prolonged or disabling injury or physical/mental illness, has been employed at the College for a minimum of six (6)

Article XVIII - Sick Leave and Vacation Leave for Employees in the Professional Service (continued)

consecutive months, and is a member of the FA or CADA will be eligible to apply to the Sick Leave Bank after he/she has exhausted his/her accumulated sick leave.

9. Application for Sick Leave Bank benefits will be made in writing to the Sick Leave Bank Committee. The application will include medical certification of the nature and duration of the disabling condition.
10. The Committee will provide the applicant a written response to the application within ten (10) business days of receipt of the written application. In making a determination, the Committee may require eligible employees to be examined by an independent medical examiner(s), the cost of which will be borne by the applicant.
11. The Committee may grant a maximum of twenty (20) days per application to a maximum of one hundred (100) days (five separate applications) for any one illness.
12. The determination of the Sick Leave Bank Committee or the College President regarding any application is final and is not grievable under the grievance procedures of the FA or CADA agreement.

E. Sick Leave and Vacation Leave for Employees in the Professional Service

Accruals standing in the name of a unit member at the time of execution of this agreement will be credited to the accruals permitted by this article and shall be subject to the limitations provided in this article.

ARTICLE XIX

LEAVE FOR JURY DUTY

A unit member selected for jury duty will be granted leave with full pay when attendance as a juror is required by the court, provided, however, such unit member shall transmit to the College the fee or fees paid to him or her by reason of such service.

ARTICLE XX

PROFESSIONAL LEAVE WITHOUT SALARY

The Board of Trustees may grant leaves of absence, without salary, of not to exceed one (1) year for the purpose of permitting a unit member to commence, continue to complete advance study, accept a grant, serve as an exchange teacher, serve with a professional organization, or to perform research in his or her area of professional competence, when, in the opinion of the Board of Trustees, such leave would be in the best interest of the unit member and the College, and when such absence would not unduly affect normal College operations or the academic program. The Board of Trustees may extend such leaves for additional periods of not to exceed one (1) year each. Staff members granted such leave shall continue to be eligible for participation in retirement and health insurance programs to the extent permitted by law.

ARTICLE XXI

PREGNANCY RELATED DISABILITIES

Neither the College nor this agreement mandates unpaid leaves of absence in the case of pregnancy related benefits. Disability due to pregnancy shall be treated as any other disability with respect to the terms and provisions of this agreement.

ARTICLE XXII

DISABILITY LEAVE

Where a unit member receives compensation under the Workmen's Compensation Law on account of disability, he or she shall elect in writing whether he or she desires to have sick leave with pay during such disability. If he or she so elects, he or she shall, for the period of his or her disability, not exceeding his or her accumulated sick leave time, be paid the difference between what he or she received as compensation and his or her regular rate of pay. The time during which he or she is so paid shall be deducted from his or her accumulated sick leave time.

ARTICLE XXIII

PERSONAL/BEREAVEMENT LEAVE

A. PERSONAL LEAVE

Four (4) days of personal absence will be permitted to a unit member, each academic year, provided that such unit member has made arrangements to have his or her duties performed in his or her absence and has so notified his or her immediate supervisor. In addition, upon advance notice to and written approval by the Dean, unit members may absent themselves at other times to attend to personal matters without loss of salary.

B. BEREAVEMENT LEAVE

The President upon the recommendation of the unit member's immediate supervisor shall permit unit members to absent themselves without loss of salary up to a maximum of three (3) days for the funeral of the unit member's immediate family. "The term 'immediate family' shall mean grandparent, parent, spouse, sibling, child, grandchild or corresponding in-laws."

ARTICLE XXIV

MEDICAL AND HOSPITALIZATION INSURANCE

1. After September 1, 1982, the College became a participant in the Schenectady County Employee Health Plan providing all eligible employees and their families the coverage provided by such plan in substitution for the prior medical insurance benefits. The College will continue to participate in said Plan with the cost of said participation being shared as follows:
 - a) The College will provide at its sole expense, coverage to any eligible employee and his/her family hired and continuously employed by the College prior to January 1, 1992.

Article XXIV - Medical and Hospitalization Insurance (continued)

- b) Any employee hired by the College on or after January 1, 1992, who is eligible for coverage under the County Health Plan will pay to the College, via payroll deductions, in order to participate in the County Health Plan an amount equal to 10% of the full cost to the College for said coverage. The College will pay an amount equal to 90% of the full cost for said coverage.
2. Effective January 1, 1995, the cost per prescription for all participants covered by this plan shall be governed as follows:
- a) The prescription drug plan shall be amended to increase co-payment from \$1 to \$3 for generic drug prescription and/or \$7 for brand name drug prescription, and
 - b) all employees covered by the prescription drug plan shall be required to purchase prescriptions from pharmacies that are members of the Empire Blue Cross/Blue Shield Select Pharmacy Management Network. A list of member pharmacies will be provided to each employee, and
 - c) all employees covered by the prescription drug plan shall also have the option to purchase prescription drugs by mail order through the Caremed Prescription Service Program which requires a co-payment of \$3 and
 - d) in the event that a specific generic brand prescription drug has not been manufactured to replace a brand name, then all employee prescriptions for that drug shall be filled with the brand name, however, the employee shall only be obligated to pay the \$3 generic co-payment.
3. The College will continue to provide the Blue Shield Dental Care Program referred to as the 80% coverage basis contract and Rider "A" the expense for which shall be shared as follows:
- a) The College will provide, at its sole expense, coverage to any eligible employee and his/her family hired and continuously employed by the College prior to January 1, 1992.
 - b) Any employee hired by the College on or after January 1, 1992, who is eligible for coverage under the College Dental Care Plan, will pay to the College, via payroll deductions, in order to participate in said plan an amount equal to 10% of the full cost to the College for said coverage. The College will pay an amount equal to 90% of the full cost of said coverage.
4. Eligible employees have the further option of participating in a Community Health Plan as such term is defined by the laws of the State of New York. In such event, the College will contribute a dollar amount toward such participation which is equal to the amount that the College contributes on behalf of an employee to the individual and family plans respectively for the participating medical insurance benefit and dental care program combined.

Article XXIV - Medical and Hospitalization Insurance (continued)

5. Effective January 1, 1995, eligible employees will have the additional option of participating in the County/CSEA medical and dental plan. In such event, the College will contribute a dollar amount toward such participation which is equal to the amount that the College contributes on behalf of an employee in the individual and family plans provided for in Article XXIV 1a. and b. above. Any cost associated with the employee participation in the County/CSEA medical and dental plan in excess of this contribution shall be paid by the employee electing such participation.
6. Effective December 1, 2004, the College will provide eligible employees with coverage under the County Health and Dental Plan in substitution for the prior medical insurance benefits. The College will continue to participate in said Plan with the cost of said participation being shared as follows:
 - a) The College will provide, at its sole expense, coverage to any eligible employee and his/her family hired and continuously employed by the College prior to January 1, 1992.
 - b) Any employee hired by the College on or after January 1, 1992, who is eligible for coverage under the County Plan will pay to the College, via payroll deductions, an amount equal to 10% of the full cost to the College for said coverage. The College will pay an amount equal to 90% of the full cost for said coverage.
7. Effective December 1, 2004, the College will participate in the Schenectady County ABC Prescription Containment Program. All employees under this Plan shall be provided prescriptions through one of the three options (ABC). The employee is free to utilize any option:

Option A: Fill the prescription through the Schenectady County Mail Order Program (CanaRx Services, Inc.). There is no co-payment for medications provided under the option.

Option B: Fill the prescription through the Schenectady County Mail Order Program (Express Script). This program will provide a 90 day supply for co-pays of \$5 for generic drugs and \$10 for name brand drugs.

If Option A is available, and the participant chooses Option B, then the co-pays shall be as outlined in C.2.

If Option A is unavailable, the co-pays for all individuals shall be: generic \$5 and brand name \$10 under Option B.

Option C:

- 1) If the prescription is not available through Option A or Option B, or is a short-term maintenance drug (i.e. prescription is for 30 days or less, nonrefillable), and the employee so chooses, the prescription may be filled by a local pharmacy or other provider with a \$5 co-pay for generic drugs and a \$10 co-pay for name brand drugs.

Article XXIV - Medical and Hospitalization Insurance (continued)

- 2) If the prescription is available through Option A or Option B, the prescription still may be filled by a local pharmacy or other provider with a co-pay of \$20 for a 30 day supply.

In implementation of this prescription drug program, there shall be a one-time waiver of higher co-pays for each recipient. Co-pays shall also be waived for short-term initial prescriptions of less than 30 days, which are a bridge to mail order prescriptions under Option A or B.

8. a) Beginning with the academic year 2005-2006, and for each year thereafter, an employee who provides proof of adequate insurance to the Personnel Office and who executes a waiver of their right to health insurance under this Agreement shall receive a bonus in the second full pay period of September following the academic year during which insurance coverage was actually waived. The bonus shall be \$1,000 for waiver of individual coverage and \$2,000 for waiver of family coverage. This bonus shall be pro-rated for the period during which health insurance coverage was actually waived.
- b) This bonus provision shall not apply in situations in which both husband and wife are College employees.
- c) An annual opt in/opt out period will be held in conjunction with the health insurance open enrollment. Exceptions will be made for individuals who experience an IRS Section 125 qualifying event.

ARTICLE XXV

TUITION ASSISTANCE

A. Each unit member, his or her spouse and dependent children, will be eligible to receive a prorated amount of support for tuition payment to enroll in course work at Schenectady County Community College.

B. For academic years 2004-2005 through 2008-2009, the total amount of tuition support available will be \$1,200 per academic year, to be divided into the following allocation pools: \$600 for each Fall and Spring term.

C. Distribution

1. The method of distribution will be on a prorata basis by credit hour with non-credit fees prorated to the tuition rate per credit hour. For each term, individuals must complete the College procedure for registration and payment prior to the first day of classes. A temporary tuition waiver will be provided by the Office of Dean of Administration upon the individual's request at the payment requirement stage of the registration procedure. Individuals will submit the completed temporary tuition waiver form to the Office of the President no later than the first day of classes in each semester. If all requests do not exceed the available pool of funds for a semester, then all requests will be honored. In the event requests exceed the available pool of funds for a particular semester, then the individual will be responsible for paying the prorata difference between the temporary tuition waiver and the tuition assistance available from the available pool of funds.

Article XXV - Tuition Assistance (continued)

2. The amount of money available in the pool for tuition assistance in the Summer term will be equal to the balance from the Spring term pool, if any.
3. Any balance in the pool of funds at the end of the College Fiscal year will be returned to the general fund, with a new pool to be initiated the following year.
4. Any tuition refunds due from registrations initiated by this procedure will return to the credit of the annual pool of tuition assistance.

ARTICLE XXVI

SMOKING

Smoking in or on college property by staff members is limited to designated general smoking areas only. The designated smoking areas for bargaining unit members shall be the general smoking lounge located near the former cafeteria in the main building.

ARTICLE XXVII

GRIEVANCE PROCEDURE

A. Personal Grievance Procedure

1. Definition

A personal grievance is an allegation by a unit member that there has been an arbitrary or discriminatory application of, or a failure to act pursuant to, the policies of the Board of Trustees related to the terms and conditions of employment.

2. Procedures for Handling Personal Grievances

Step 1 (a)

A unit member alleging a grievance shall discuss the alleged grievance with his or her immediate supervisor not later than thirty (30) calendar days after the event upon which the grievance is based occurred, either personally or by a representative with the objective of resolving the matter informally. If the grievant submits the grievance through a representative, the grievant may be present at the informal discussion

Step 1 (b)

If the grievance is not resolved informally within five (5) calendar days after discussions, as provided in (a) above, it shall be reduced to writing within five (5) working days thereafter and presented to the supervisor, with a copy to the President of the College, or his or her designee. Within five (5) scheduled days after the written grievance is presented to him or her, the supervisor shall render a decision in writing with a copy sent to the President of the College, or his or her designee.

Article XXVII - Grievance Procedures (continued)

Step 2

If the grievant is not satisfied with the determination made at Step 1, he or she may appeal such determination to the President. Such appeal must be made in writing on official grievance forms within five (5) calendar days after the issuance of the Step 1 determination. The grievant, if he or she so desires, may request the appointment of an ad hoc committee for the sole purpose of fact finding, said committee to be appointed as follows: one member appointed by the President of the College, one member appointed by the President of the Association, and a third member to be Chairperson, mutually agreed upon and jointly appointed by the two members heretofore designated. The ad hoc committee will transmit to the President of the College, in writing, a report, such report to be limited to the findings of fact made by said committee within five (5) days of its appointment. The President shall meet with the grievant or his or her representative within fourteen (14) calendar days of receipt of the appeal or of the report of the ad hoc committee, as the case may be, for the purpose of discussing grievance. Within ten (10) calendar days following the last such meeting, the President shall issue a written determination and send it to the grievant. There shall be no further appeal from such written determination concerning matters involving academic judgment or relating to appointment, reappointment, continuing appointments, career appointments and promotions.

Step 3

If the grievant is not satisfied with the decision at Step 2 concerning a matter other than one involving academic judgment or relating to appointment, reappointment, continuing appointments, career appointments, or promotions as to which Step 2 determination shall be final, he or she may file a written appeal with the Board of Trustees. Copies of all earlier written decisions shall be submitted with the appeal. If an ad hoc committee has submitted a report as provided at Step 2, this report shall also be furnished to the Board of Trustees on appeal. The grievant or his or her representative shall be given the opportunity to orally present his or her position to the Board of Trustees, or a committee thereof, within ten (10) calendar days after the notice of appeal. Within ten (10) calendar days after such oral presentation, if requested, or within the ten (10) calendar days after the notice of appeal, if no oral presentation is requested, the Board of Trustees or its committee shall render a decision in writing to the grievant. If an ad hoc committee was not convened at Step 2, or for any reason failed to submit a written report, then within seven (7) calendar days after receipt of the appeal, the Board of Trustees shall set a date for a hearing and notify the grievant. Hearings on the grievance shall be held within seven (7) calendar days of the issuance of the notice either by the Board of Trustees or a duly authorized committee thereof. The Board of Trustees or its committee shall render a decision, in writing, to the grievant within ten (10) calendar days after the conclusion of the hearing. There shall be no further appeal from a determination by the Board of Trustees.

The failure of an aggrieved party to file a grievance or to appeal a decision at any step within the time periods provided by the

Article XXVII - Grievance Procedure (continued)

grievance procedure shall constitute a contractual bar to further processing of an alleged grievance and such grievance shall be deemed waived and abandoned.

3. Representation

The grievant may be represented by a person of his or her choice at any and all of the 3 steps of the Personal Grievance Procedure.

4. Time Limits

The parties may mutually agree to extend or contract the time limits herein above specified.

5. Grievance Forms and Records

Forms for filing grievances shall be jointly developed by the President or his or her nominees and the Grievance Committee of the Association. The College shall have the forms agreed upon, printed and distributed to the members of the unit, upon request.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

There shall be no change made in the specifications of the grievance after it has been reduced to writing.

B. Contract Grievance

1. Definition

- a. A contract grievance is a dispute concerning the interpretation of a specific term, condition or provision of this Agreement, provided, however, that such specific term, condition or provision which involves an employee's rate of compensation shall be subject to the provisions set forth in (b) below.

Disputes which do not involve the interpretation of a specific term, condition or provision of this Agreement; or foreclosed either by this Agreement, or by Statute, rule or regulation; matters which are hypothetical, not actual, where what is sought is an advisory decision or opinion, shall not be considered a contract grievance.

- b. Any matter involving an employee's rate of compensation shall be subject to steps one and two of the contract grievance procedure, and if not resolved at either of such steps may be appealed and heard by a designee of the Schenectady County Legislature who need not be a member of the Legislature but shall not be a member of the College Board of Trustees. The decision of such designee shall be final and binding as to such grievances. The cost of such designee shall be shared equally by the two parties and the provisions of current step three shall be utilized as to procedure insofar as practicable.

Article XXVII - Grievance Procedure (continued)

2. The Contract Grievance Procedure shall be as follows:

Step 1

The Association (hereinafter referred to as the grievant) shall present the grievance in writing on official grievance forms to the person who has been designated by the College for such purpose not later than thirty (30) calendar days following the date on which the act of omission resulting from such alleged misinterpretation occurred. The person designated to receive the grievance may request the grievant to meet informally in an effort to resolve the grievance. The person designated to receive the grievance shall reply to the grievant, in writing, within fourteen (14) calendar days following his or her receipt of the grievance.

Step 2 - President

If the grievant is not satisfied with the written decision at the conclusion of Step 1 and wishes to proceed further under this grievance procedure, the grievant shall within ten (10) calendar days of receipt of Step 1 determination file a written appeal of the decision at Step 1 with the President. Copies of the written decision at Step 1 shall be submitted with the appeal. The President or his or her duly authorized representative, shall set a date for an informal hearing, notify the grievant as to the date of the hearing, and shall conduct such hearing. Such hearing shall commence within ten (10) calendar days after receipt of the appeal by the President. The President shall render a decision, in writing, to the grievant within five (5) calendar days after the conclusion of the hearing.

Step 3 - Review Panel/Single Third Party

a. If the grievant is not satisfied with the decision at Step 2, the grievant may submit the grievance to arbitration by written notice to the President within five (5) working days of the decision at Step 2. Arbitration will proceed before a single Third Party, except that upon the written request of either party upon the other in the initial demand for arbitration or within five (5) days after demand has been made for arbitration by the other party, such arbitration shall proceed before a three-member Review Panel. The single Third Party will be mutually agreed upon or selected in the same manner as the third panel member in the absence of agreement by the parties.

b. In the case of a panel, the Association and the College shall each select one member of the Panel. The two selected members shall meet to determine a mutually agreeable third panel member.

c. Within five (5) working days after such written notice of submission to the Review Panel, the Review Panel members will agree upon a mutually acceptable chairperson and will obtain a commitment from him or her to serve.

Article XXVII - Grievance Procedures (continued)

d. In the case of a single Third Party, or should the parties fail to agree on a third member in the case of a panel proceeding, a request for a list of possible panel members will be made to the AAA by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

e. The Review Panel/Third Party will hear the matter promptly and will issue a decision no later than forty-five (45) calendar days from the date of the close of the hearing or receipt of transcript of hearing. The decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues. The College may initiate a contract grievance at this Step 3 and proceed directly to a hearing before a Review Panel.

f. The Review Panel/Third Party shall have no power to add or subtract from, modify or expand the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond his or her, its or their powers.

g. The Review Panel/Third Party shall consider only the precise issue submitted and shall have no authority to determine any other issue or question not so submitted, not included in the decision observations or declarations of opinion not essential to the reaching of the determination.

h. Either party may request that a verbatim record of the proceedings be made. If only the requesting party obtains a copy of the transcript, then only such party shall bear the cost of such transcript. If the Review Panel/Third Party requests a copy, such cost will be shared equally by the parties. If the other party obtains a copy of the transcript, then all costs of providing for a verbatim record will be shared equally by the parties.

i. The decision in the case of a Panel proceeding shall be signed by a concurring majority. Appropriate steps will be taken by the respective parties involved to resolve the grievance in accordance with the findings of the panel.

j. If either party, within fourteen (14) calendar days after the panel's decision states in writing to the other party its intention to seek clarification or interpretation of the decision submitted, then both parties will agree to appear before the Panel.

k. Unless the decision of the Panel is appealed pursuant to Article 75 of the New York Civil Practice Law and Rules within fourteen (14) days of receipt thereof, it will be accepted as final and binding by the parties.

l. The failure of an aggrieved party to file a grievance or to appeal a decision at any step within the time periods provided by the grievance procedure shall constitute a

Article XXVII - Grievance Procedure (continued)

contractual bar to further processing of an alleged grievance and such grievance shall be deemed waived and abandoned.

3. Grievance Forms and Records

Forms for filing grievances shall be jointly developed by the President or his or her nominees and the Grievance Committee of the Association. The College shall have the forms agreed upon, printed and distributed to the members of the unit, upon request. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

There shall be no change made in the specification of the grievance, after it has been reduced to writing.

ARTICLE XXVIII

ACADEMIC FREEDOM

It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom, the teaching faculty member is free to discuss his or her own subject in the classroom; he or she may not, however, claim as his or her right the privilege of discussing in his or her classroom controversial matter which has no relation to his or her subject. In his or her role as a citizen, the unit member has the same freedoms as other citizens. However, in his or her extramural utterances he or she has an obligation to indicate that he or she is not representing the College.

ARTICLE XXIX

ASSOCIATION RIGHTS

- A. The Association or its representatives shall be permitted to transact official Association business pursuant to Article 14 of the Civil Service Law on College Property in accordance with published standards to be developed by the Board of Trustees. The Board of Trustees shall designate the person to whom such requests to conduct official Association business shall be made.
- B. The Association or its representatives may also request permission, of the person designated by the Board of Trustees, to use College property or equipment, in accordance with conditions developed by the College. The Association agrees to reimburse the Board of Trustees for all costs and expenses incurred by the Board of Trustees in connection with or as a result of the use by the Association of such space and equipment.

ARTICLE XXX

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE XXXI

SEVERABILITY

If any provision of this agreement or any application of this agreement to CADA is held to be contrary to law by a court of competent jurisdiction, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

ARTICLE XXXII

DURATION OF AGREEMENT

The term of this Agreement shall be from September 1, 2004 through August 31, 2009.

ARTICLE XXXIII

PREPARATION AND DISTRIBUTION OF CONTRACT

A copy of this Agreement shall be printed by the College and given to all unit members.

ARTICLE XXXIV

CONCLUSION OF NEGOTIATIONS

This Agreement is the entire Agreement between the parties, terminates all prior Agreements and understandings and concludes all collective negotiations during its term, except as expressly otherwise provided in this Agreement. During the term of the Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. Where reopened negotiations are provided for, the subject of such reopened negotiations shall be solely limited to the subjects specified and all other provisions of this Agreement shall remain in full force and effect during the course of such reopened negotiations. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective negotiation and that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the College and the Association for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this agreement; even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

SCHEDULE "A"

UNIT

Department Chairperson
Director of Admissions
Director of Library Services
Director of Academic Services
Director of Student Activities
Director of Financial Aid

EXCLUDED

All Other Employees

The Schenectady County Manager for the County of Schenectady has executed this Agreement by virtue of the authority granted by resolution of the Schenectady County Legislature, duly adopted December 14, 2004, Resolution #169-04.


The Board of Trustees and College President of Schenectady County Community College have executed this Agreement by virtue of the authority granted by resolution of the Board of Trustees, duly adopted September 20, 2004, Resolution #04-136.

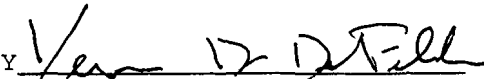
The Schenectady County Community College Chairpersons, Administrators and Directors Association has executed this Agreement by virtue of the authority granted by ratification by its membership on August 23, 2004.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this

22nd day of February, 2005.


COUNTY OF SCHENECTADY


County Attorney


CHG BY 
Kevin D. DeFebbo
County Manager


College Attorney

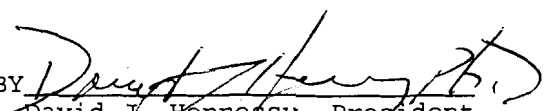
COLLEGE BOARD OF TRUSTEES

BY 
Nicholas C. Barber
Chairperson, Board of Trustees

SCHENECTADY COUNTY COMMUNITY
COLLEGE

BY 
Gabriel J. Basil
College President

SCHENECTADY COUNTY COMMUNITY
COLLEGE CHAIRPERSONS,
ADMINISTRATORS AND DIRECTORS
ASSOCIATION

BY 
David J. Hennessy, President
CADA

STATE OF NEW YORK :
COUNTY OF SCHENECTADY: SS:

On this 22nd day of February, 2005, before me, personally appeared KEVIN D. DEFEBBO, to me personally known, who being by me duly sworn, did depose and say that he resides in Schenectady, New York, and that he is the County Manager of the County of Schenectady, New York, and that he signed his name thereto in accordance with the authority vested in him by provision of law and by like order.

Pamela M. PETER
Notary Public

PAMELA M. PETER
Notary Public, State of New York
Qualified in Schenectady County
No. 5057144

STATE OF NEW YORK :
COUNTY OF SCHENECTADY: SS:

Commission Expires March 18, 2006

On this 14 day of FEB, 2005, before me, personally appeared NICHOLAS C. BARBER, to me personally known, who being by me duly sworn, did depose and say that he resides in Schenectady, New York, and that he is the Chairperson of the Schenectady County Community College Board of Trustees, Schenectady, NY, and that he signed his name thereto in accordance with the authority vested in him by provision of law and by like order.

Brian F. McGarvey
Notary Public

NOTARY PUBLIC, State of New York
Qualified in Schenectady
No. 4667165

STATE OF NEW YORK :
COUNTY OF SCHENECTADY: SS:

On this 14 day of February, 2005, before me, personally appeared GABRIEL J. BASIL, to me personally known, who being by me duly sworn, did depose and say that he resides in Schenectady, New York, and that he is the President of Schenectady County Community College, Schenectady, NY, and that he signed his name thereto in accordance with the authority vested in him by provision of law and by like order.

William J. Lawrence
Notary Public

STATE OF NEW YORK :
COUNTY OF SCHENECTADY: SS:

WILLIAM J. LAWRENCE
Notary Public, State of New York
Qualified in Albany County
No. 4864729

On this 14 day of February, 2005, before me, personally appeared DAVID J. HENNESSY, to me personally known, who being by me duly sworn, did depose and say that he resides in Delmar, New York, and that he is the President of the Chairpersons, Administrators and Directors Association of Schenectady County Community College, Schenectady, NY, and that he signed his name thereto in accordance with the authority vested in him by provision of law and by like order.

William J. Lawrence
Notary Public

WILLIAM J. LAWRENCE
Notary Public, State of New York
Qualified in Albany County
No. 4864729
Commission Expires July 7, 2006